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**FILED**

MAR 27 2019

UNITED STATES BANKRUPTCY COURT  
SAN FRANCISCO, CA

8 Attorney for Andrew M. Kleiber,  
9 Marisa T. Mulladi-Kleiber, John L. Hansen,  
10 Adam J. McNulty, Lucille J. McNulty,  
11 Mario Oliveros, Jr. and Phoebe Wong-Oliveros

12 UNITED STATES BANKRUPTCY COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

15 In re ) **Bankruptcy Case Nos.: 19-30088 DM**  
16 PG&E CORPORATION, INC., ) **Chapter 11**  
17 ) **Hon. Dennis Montali**  
18 ) **(Lead Case) (Jointly Administered)**  
19 Debtor in Possession )  
20 ) **DECLARATION OF ADAM MCNULTY**  
21 Defendants. ) **IN SUPPORT OF JOINDER TO MOTION**  
22 ) **OF DEBTORS PURSUANT TO 11 U.S.C.**  
23 ) **§§ 105(a), 362, AND 363 AND FED. R.**  
24 ) **BANKR. P. 2002, 4001, AND 6004**  
25 )  
26 ) **Date: April 10, 2019**  
27 ) **Time: 1:30 p.m. (Pacific Time)**  
28 ) **Place: United States Bankruptcy Court**  
Courtroom 17, 16<sup>th</sup> Floor  
San Francisco, CA 94102  
**Objection Deadline: April 3, 2019, 4:00 p.m.**

29 **TO THE HONORABLE DENNIS MONTALI, UNITED STATES BANKRUPTCY**  
30 **JUDGE, DEBTOR, DEBTOR'S ATTORNEY, THE UNITED STATES TRUSTEE AND**  
31 **OTHER PARTIES IN INTEREST:**

32 I am the owner of 6010 Zinn Drive on Oakland, California. PG&E filed an eminent  
33 domain lawsuit against me to take an easement on my property and to erect two large PG&E

1 electrical towers and power lines on or adjacent to my property altering the view from my home  
2 in a very negative way. Attached hereto as Exhibit A is a copy of the complaint PG&E filed  
3 against me. I did not ask to lose my property and I did not want this project on or near my  
4 property. Every day my family and I have to look at the enormous PG&E towers and wires from  
5 my home. Numerous trees and bushes have already been removed by PG&E. My property has  
6 already suffered a substantial decrease in value caused by PG&E.

7 I have not been compensated one single dollar for this loss. On December 6, 2018 we  
8 attended mediation at JAMS in San Francisco and my case was settled for \$200,000.00. PG&E  
9 thereafter declared bankruptcy and I have not received any portion of this settlement.

10 I declare under penalty of perjury under the laws of the State of California that the  
11 foregoing is true and correct and if called as a witness I could competently testify to the truth of  
12 the matters asserted therein. Executed this 21 day of March, 2019.

13  
14 

15 Adam McNulty

# EXHIBIT A

1 ELIZABETH A. COLLIER (State Bar No. 148537)  
2 CESAR V. ALEGRIA, JR. (State Bar No. 145625)  
3 PACIFIC GAS AND ELECTRIC COMPANY  
4 77 Beale Street, B30A  
5 San Francisco, CA 94105  
6 Telephone: (415) 973-0360

**ENDORSED  
FILED  
ALAMEDA COUNTY**

DEC 22 2017

Please Direct All Correspondence To:

CLERK OF THE SUPERIOR COURT

By A. T. [Signature]  
Deputy

7 CHRISTOPHER J. GONZALEZ (State Bar No. 227804)  
8 **CJG LEGAL**  
9 200 Pringle Ave, Suite 400  
10 Walnut Creek, CA 94596  
11 Telephone: (925) 464-2121  
12 chris@cjglegal.com

13 Attorneys for Plaintiff  
14 PACIFIC GAS AND ELECTRIC COMPANY

15 SUPERIOR COURT OF CALIFORNIA

16 COUNTY OF ALAMEDA

17 PACIFIC GAS AND ELECTRIC  
18 COMPANY,

19 Plaintiff,

20 v.

21 ADAM J. MCNULTY AND LUCILLE J.  
22 MCNULTY, TRUSTEES OF THE  
23 MCNULTY FAMILY LIVING TRUST;  
24 WESTERN RESOURCES TITLE;  
25 MORTGAGE ELECTRONIC  
26 REGISTRATION SYSTEMS, INC;  
27 PARKSIDE LENDING, INC; and DOES  
28 1 through 50 inclusive,

Defendants.

Case No. RB17887443

COMPLAINT IN EMINENT DOMAIN

(JURY TRIAL DEMANDED)

APN: 048E-7348-056

Plaintiff PACIFIC GAS AND ELECTRIC COMPANY (hereinafter referred to as  
"PG&E") alleges as follows:

1. PG&E is a public utility corporation, duly organized and existing under, and by  
virtue of, the laws of the State of California, with its principal place of business in the City and  
County of San Francisco.

2. The names and capacities of the known defendants (collectively "Owner") and their possible interests in the property at issue (described in Paragraph 4) are set forth below for the convenience of the Court. These data are based on information and belief, and are not allegations by which PG&E intends to be bound.

**Defendant**

**Apparent Property Interest**

ADAM J. MCNULTY AND LUCILLE  
J. MCNULTY, TRUSTEES OF THE  
MCNULTY FAMILY LIVING TRUST

Fee ownership interest.

WESTERN RESOURCES TITLE

Trustee under deed of trust recorded  
September 27, 2017, in Alameda County as  
Document No. 2017-213174 (the "2017  
DOT")

MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC

Beneficiary under 2017 DOT, as nominee for  
Lender (see next item)

PARKSIDE LENDING, INC

Lender under 2017 DOT

3. PG&E does not know the true names or capacities of defendants sued herein as DOES 1 through 50, inclusive, nor the interests which they claim in the property, if any. PG&E will, upon ascertaining their true names, substitute the true names for such fictitious names by amendment to this Complaint.

4. Defendants, and each of them, claim some right, title or interest in a parcel of vacant/unimproved real property situated in the Shepherd Canyon Park area of Oakland, Alameda County, California, and more particularly described as follows:

ALL OF LOT FOUR HUNDRED EIGHTEEN (418) AS SAID LOT IS LAID  
DOWN, DELINEATED AND SO DESIGNATED UPON SHEET NO. 1 OF  
THAT CERTAIN MAP ENTITLED, "MONTCLAIR HIGHLANDS,  
OAKLAND, ALAMEDA COUNTY, CALIFORNIA", ETC., FILED  
SEPTEMBER 11, 1925, MAP BOOK 4, PAGE 88, ALAMEDA COUNTY  
RECORDS.

(Alameda County Assessor's Parcel Number 048E-7348-056, and hereafter the "Property.")

## BACKGROUND

5. One of PG&E's top priorities is to ensure the safety and reliability of its electric transmission system.

6. In June 2016, a private property owner contacted PG&E and requested it review the safety and stability of two of PG&E's lattice steel electrical towers in the Shepherd Canyon area of Oakland. PG&E noted potential slope instability where the towers are presently located and a resulting structural impact to the legs of those towers. PG&E made a temporary fix at that time.

7. Following the temporary fix, and after a comprehensive inspection and evaluation of the system, PG&E determined that it is necessary to relocate approximately 1,600 linear feet of existing overhead Moraga – Oakland 115kv electric transmission lines in Shepherd Canyon to mitigate safety concerns over slope stability. More specifically, PG&E needs to replace those two existing towers with two self-weathering tubular steel poles ("TSPs"), and relocate them to a more stable area approximately 170 and 250 feet north of their current location.

8. This will result in a slight realignment of the overhead lines, and the potential for the overhead lines to sway or swing over private property. It is therefore critical that PG&E obtain new overhead rights, including the right to ensure adequate clearance between PG&E's lines and any existing structures or vegetation. To that end, PG&E requires the acquisition of electric transmission and vegetation management easements from a number of residential properties which are adjacent to the project area, including the Property at issue in this action.

9. Public interest and necessity require the Project in order for PG&E to protect the integrity of its facilities, and for PG&E to continue providing safe and reliable electricity service to the public.

## PROJECT DETAILS

10. PG&E is undertaking a project entitled the Moraga-Oakland 115kv Tower Replacement Project (the "Project"). PG&E's present intended scope of work includes the installation of overhead crossarms, wires and cables necessary for the transmission and

1 distribution of electric energy, and for communication purposes. Specific to the Property, PG&E  
2 seeks the following rights:

3  
4 A. An easement to suspend, replace, remove, maintain and use such  
5 crossarms, wires and cables (supported by or suspended from poles, towers,  
6 or other structures located on lands adjacent to the Property) as PG&E shall  
7 from time to time deem to be reasonably required for the transmission and  
8 distribution of electric energy, and for communication purposes, together  
9 with a right of way, on, along and in all of the easement area lying within  
10 the Property. The easement area is described on EXHIBIT A, and shown on  
11 EXHIBIT A-1.

12 B. The right of ingress to and egress from said easement area over and  
13 across the Property by means of roads and lanes thereon, if such there be,  
14 otherwise by such route or routes as shall occasion the least practicable  
15 damage and inconvenience to Owner, provided, that such right of ingress  
16 and egress shall not extend to any portion of said lands which is isolated  
17 from said easement area by any public road or highway, now crossing or  
18 hereafter crossing said lands.

19 C. The right, from time to time, to trim or to cut down any and all  
20 trees and brush now or hereafter within said easement area, and shall have  
21 the further right, from time to time, to trim and cut down trees and brush  
22 along each side of said easement area which now or hereafter in the opinion  
23 of PG&E may interfere with or be a hazard to the facilities installed  
24 hereunder, or as PG&E deems necessary to comply with applicable state or  
25 federal regulations.

26 D. The right to install, maintain and use gates in all fences which now  
27 cross or shall hereafter cross said easement area.

28 E. The right to mark the location of said easement area by suitable  
markers set in the ground; provided that said markers shall be placed in  
fences or other locations which will not interfere with any reasonable use  
the Owner shall make of said easement area.

F. PG&E will covenant and agree:  
i. Not to fence said easement area;  
ii. To repair any damage it shall do to Owner's private roads or lanes on the  
Property;  
iii. To indemnify Owner against any loss and damage which shall be caused  
by any wrongful or negligent act or omission of PG&E or of its agents or  
employees in the course of their employment, provided, however, that  
this indemnity shall not extend to that portion of such loss or damage  
that shall have been caused by the owner's comparative negligence or  
willful misconduct; and

G. PG&E confirms the Owner reserves the right to use said easement  
area for purposes which will not interfere with PG&E's full enjoyment of  
the rights hereby granted; provided that the Owner shall not erect or  
construct any building or other structure, or drill or operate any well, or  
construct any reservoir or other obstruction within said easement area, or

1 diminish or substantially add to the ground level in said easement area, or  
2 construct any fences that will interfere with the maintenance and operation  
of said facilities.

3 H. The provisions and rights sought herein shall inure to the benefit of  
4 and bind the successors and assigns of the respective parties, and all  
covenants shall apply to and run with the land.

5  
6 11. Because PG&E already has existing facilities adjacent the Property, this location  
7 is ideal for the Project. A depiction of the Property, and its relation to the Project is included  
8 herewith as EXHIBIT B.

9 12. PG&E has authority to exercise the power of eminent domain under Public  
10 Utilities Code sections 612 and 613, and Code of Civil Procedure sections 1230.010, et seq., and  
11 1240.120. Exercise of this power is proper in this case.

12 13. The rights/property sought to be condemned for the Project are necessary for the  
13 project and the public good. The Project is planned and located in a manner that is the most  
14 compatible with the greatest public good and with the least private injury. PG&E has made the  
15 offer required by Government Code section 7267.2 to the owners of the Property. PG&E has also  
16 deposited with the State Condemnation Deposit Fund probable just compensation for the  
17 easement rights being acquired.

18 14. WHEREFORE, PG&E prays that the property interests and obligations as herein  
19 described, and as depicted on EXHIBIT A and A-1, be condemned for the use of PG&E, that just  
20 compensation due to the Defendants for the taking of this property be ascertained, that any liens  
21 and encumbrances against said property be deducted from the judgment, and that PG&E have  
22 such other and further relief as the Court may deem necessary and proper.



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Dated: December 22, 2017

CJG LEGAL



By:

CHRISTOPHER J. GONZALEZ  
Attorneys for Plaintiff  
PACIFIC GAS AND ELECTRIC  
COMPANY

# **EXHIBIT A**

**LD 2301-03-2185**

2017199 (01-16-020) 11 17 2

Moraga – Oakland NEW TWR 2/19 & 2/21

**EXHIBIT "A"**

(APN 048E-7348-056)

A portion of Lot 418 as shown upon the map of Montclair Highlands filed for record September 11, 1925 in Book 4 of Maps at page 88, Alameda County Records, being more particularly described as follows:

Beginning at the southeasterly corner of said Lot 418; running along the easterly boundary line of said Lot 418

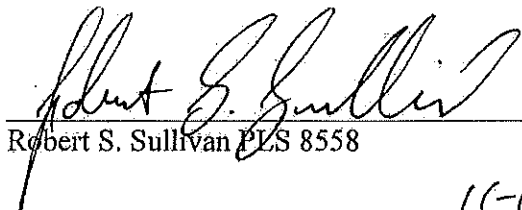
(1) north  $05^{\circ}40'00''$  east 26.89' feet; thence

(2) along a curve to the right, having a radius of 623.14 feet, through a central angle of  $2^{\circ}07'56''$ , an arc length of 23.19 feet; thence leaving said easterly boundary line

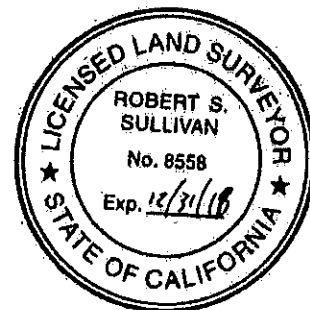
(3) from a tangent line that bears south  $13^{\circ}36'33''$  west, on a curve to the left, having a radius of 5000 feet, through a central angle of  $0^{\circ}34'09''$ , an arc length of 49.67 feet to the southerly boundary line of said Lot 418; thence along said southerly boundary line

(4) south  $76^{\circ}21'50''$  east 6.24' feet to the point of beginning.

Containing an area of 150 square feet, more or less.

  
Robert S. Sullivan PLS 8558

11-17-17



# **EXHIBIT A-1**

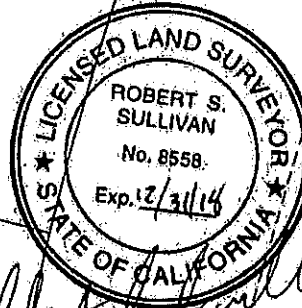
(T 1S, R 3W, SEC. 21, S/W 1/4, M.D.B.&M.)

APN 48E-7348-053  
HOOD  
LOT 415

ZINN DRIVE

APN 48E-7348-054  
KORN  
LOT 416

APN 48E-7348-055  
SILVER & SHTIVELMAN  
LOT 417



SCALE 1" = 40'

TANGENT  
S13°36'33"W

APN 48E-7348-56  
MCNULTY  
2008214385 A.C.R.  
LOT 418

$\Delta = 0^\circ 34' 09''$   
R = 5000'  
L = 49.67'

$\Delta = 2^\circ 07' 56''$   
R = 623.14'  
L = 23.19'

AREA BEING DESCRIBED  
LD 2301-03-2185  
AREA = 150± SQ. FT.

26.89'  
N05°40'00"E

APN 48E-7348-057  
HANSEN  
LOT 419

6.24'  
S76°21'50"E

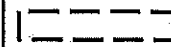
P.O.B.

CITY OF OAKLAND  
APN 048E-7348-67

APN 48E-7348-058  
KLEIBER  
LOT 420

APN 48E-7348-059  
OLIVEROS  
LOT 421

LEGEND



PROPOSED PG&E EASEMENT  
PARCEL LINE  
EXISTING P.G.&E. EASEMENT  
P.O.B.  
POINT OF BEGINNING  
A.C.R.  
ALAMEDA COUNTY RECORDS

AUTHORIZATION  
74008842  
BY J. WALLER  
DR V. SARDON  
CH P. GEISINGER  
O.K. R. SULLIVAN  
DATE 7/13/17

LAND OF MCNULTY  
MORAGA - OAKLAND TWR 2/21  
APN: 48E-7348-56  
OAKLAND

PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco, California

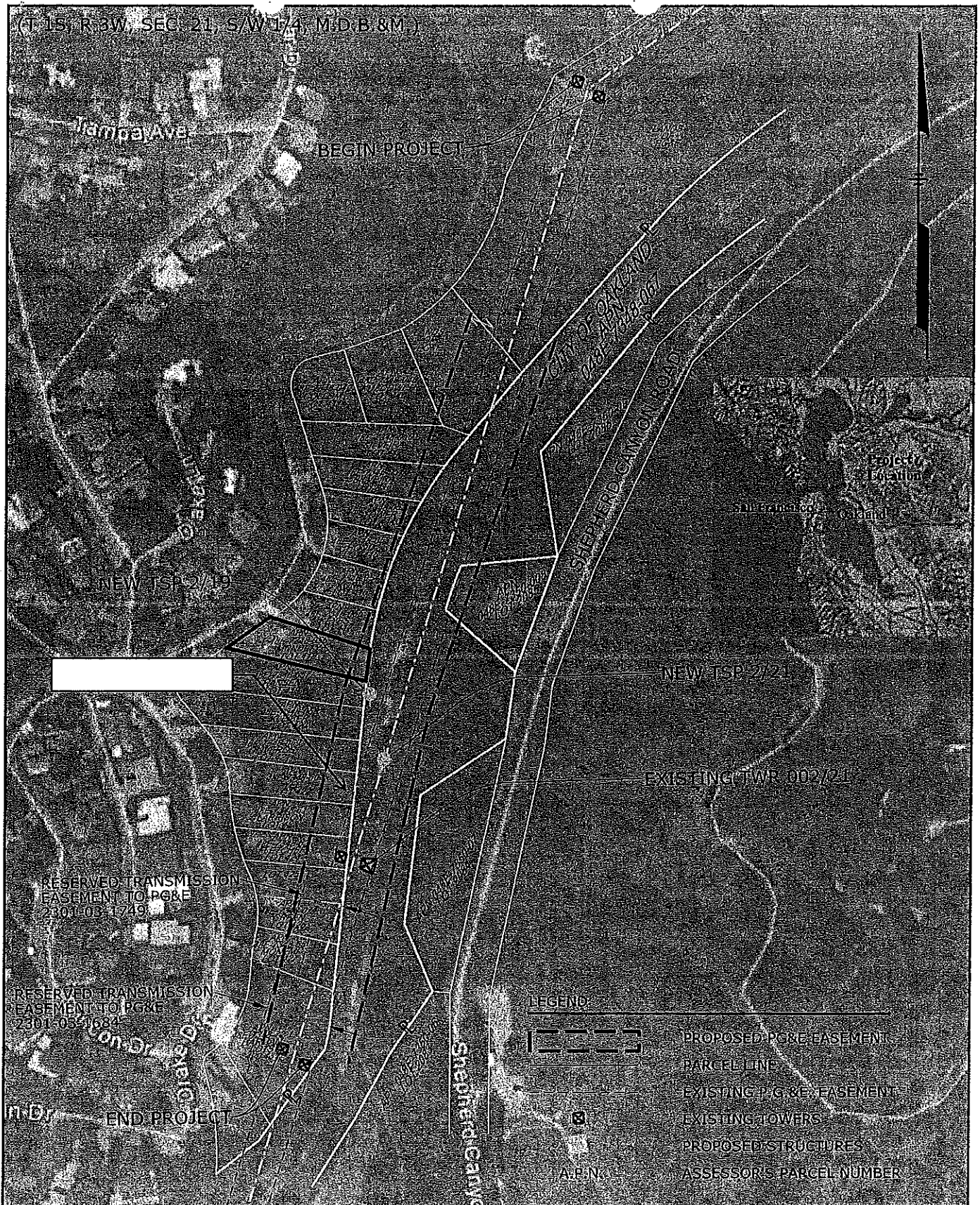


JCN 01-16-020  
AREA 2  
COUNTY ALAMEDA  
SCALE 1" = 40'  
SHEET NO. 1 OF 1  
DRAWING NUMBER  
EXHIBIT "A-1" 1  
CHANGE

# **EXHIBIT B**



(T.15, R.3W, SEC. 21, S/W 1/4, M.D.B. & M.)



AUTHORIZATION  
74008842

BY  
DR  
CH  
O.K.  
DATE NOVEMBER 2017

EXHIBIT "B"  
PROJECT EXTENTS  
MORAGA - OAKLAND TOWER REPLACEMENT

PACIFIC GAS AND ELECTRIC COMPANY  
San Francisco, California



JCN	01-16-020
AREA	NORTH COAST
COUNTY	ALAMEDA
SCALE	1" = 200'
SHEET NO.	1 OF 1
DRAWING NUMBER	CHANGE
EXHIBIT "B"	